Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
				1 or 2, the splitter arrangements must be installed before AT&T submits an order for Line Sharing. ***Splitter Option 1: Splitter in AT&T Collocation Area*** *In this configuration, the AT&T-provided splitter (ANSI T1.413 or MVL compliant) is provided, installed and maintained by AT&T in its own Collocation space within the Customer's serving End Office. The Verizon-provided dial tone is routed through the splitter in the AT&T Collocation area. Any rearrangements will be the responsibility of AT&T.* ***Splitter Option 2: Splitter in Verizon Area*** *In this configuration, Verizon inventories and maintains an AT&T-provided splitter (ANSI T1.413 or MVL compliant) in Verizon space within the Customer's serving End Office. The splitters will be installed shelf-at-a-time.* *In those serving End Offices where Verizon has employed the use of a Point of Termination ("POT") Bay, the splitter will be installed (mounted) in a relay rack between the POT Bay and the MDF. The demarcation point is at the splitter end of the cable connecting the AT&T Collocation and the splitter. At AT&T's option, installation of the splitter shelf may be performed by Verizon or by a Verizon-approved vendor designated by AT&T.* *In those serving End Offices where Verizon does not employ the use of a POT Bay, the AT&T-provided splitter will be located via a virtual-LIKE collocation arrangement, to which AT&T does not*	

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
				have access. AT&T shall receive its DSL traffic via tie cables running from the MDF to the splitter and from the splitter to AT&T's collocation arrangement. The demarcation point is the connection to the DSLAM from the splitter. The installation of the splitter shelf will be performed by Verizon or by a Verizon – approved vendor. *In either scenario, Verizon will control the splitter and will direct any required activity. Where a POT Bay is employed, Verizon will perform all POT Bay work required in this configuration. Verizon will provide a splitter inventory to AT&T upon completion of the required augment.* *(i) Where a new splitter is to be installed as part of an initial Collocation implementation, the splitter installation may be ordered as part of the initial Collocation application. Associated Collocation charges (application and engineering fees) apply. AT&T must submit a new Collocation application, with the application fee, to Verizon detailing its request. Standard Collocation intervals will apply (unless Applicable Law requires otherwise).* *(ii) Where a new splitter is to be installed as part of an existing Collocation arrangement, or where the existing Collocation arrangement is to be augmented (e.g., with additional terminations at the POT Bay or AT&T's collocation arrangement to support Line Sharing), the splitter installation or augment may be ordered via an application for Collocation augment. Associated Collocation charges (application and engineering fees) apply. AT&T must submit the application for Collocation augment, with the application fee, to Verizon. Unless a longer interval is*	

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
				stated in Verizon's applicable Tariff, an interval of seventy-six (76) business days shall apply. ***11.2.18.1*** *CLECs may provide integrated voice and data services over the same Loop by engaging in "line splitting" as set forth in paragraph 18 of the FCC's Line Sharing Reconsideration Order (CC Docket Nos. 98-147, 96-98), released January 19, 2001. Any line splitting between two CLECs shall be accomplished by prior negotiated arrangement between those CLECs. To achieve a line splitting capability, CLECs may utilize existing supporting OSS to order and combine in a line splitting configuration an unbundled xDSL capable Loop terminated to a collocated splitter and DSLAM equipment provided by a participating CLEC, unbundled switching combined with shared transport, collocator-to-collocator connections, and available cross-connects, under the terms and conditions set forth in their Interconnection Agreement(s). The participating CLECs shall provide any splitters used in a line splitting configuration. CLECs seeking to migrate existing UNE platform configurations to a line splitting configuration using the same unbundled elements utilized in the pre-existing platform arrangement may do so consistent with such implementation schedules, terms, conditions and guidelines as are agreed upon for such migrations in the ongoing DSL Collaborative in the State of New York, NY PSC Case 00-C-0127, allowing for local jurisdictional and OSS differences.* ***11.2.17.2*** *The following ordering procedures shall apply to Line Sharing:* *(vii) AT&T must provide all required Collocation,*	

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
				CFA, SBN and NC/NCI information when a Line Sharing Arrangement is ordered. Collocation augments required, either at the POT Bay, Collocation node, or for splitter placement must be ordered using standard collocation applications and procedures, unless otherwise agreed to by the Parties or specified in this Agreement.	
III-10-B-13	*In circumstances where it is technically feasible to convert an existing line sharing arrangement to a line splitting arrangement without physical disruption of then-existing service to the end user, must Verizon institute records-only changes to record the necessary transfer of responsibilities, without making any changes to the physical facilities used to service the customer, unless AT&T requests otherwise?*	*See AT&T Contract Language For III.10.A.*	***See AT&T Rationale For III.10.A***	***11.2.18.1*** *CLECs may provide integrated voice and data services over the same Loop by engaging in "line splitting" as set forth in paragraph 18 of the FCC's Line Sharing Reconsideration Order (CC Docket Nos. 98-147, 96-98), released January 19, 2001. Any line splitting between two CLECs shall be accomplished by prior negotiated arrangement between those CLECs. To achieve a line splitting capability, CLECs may utilize existing supporting OSS to order and combine in a line splitting configuration an unbundled xDSL capable Loop terminated to a collocated splitter and DSLAM equipment provided by a participating CLEC, unbundled switching combined with shared transport, collocator-to-collocator connections, and available cross-connects, under the terms and conditions set forth in their Interconnection Agreement(s). The participating CLECs shall provide any splitters used in a line splitting configuration. CLECs seeking to migrate existing UNE platform configurations to a line splitting configuration using the same unbundled elements utilized in the pre-existing platform arrangement may do so consistent with such implementation schedules, terms, conditions and guidelines as are agreed upon for such migrations in the ongoing DSL Collaborative in the State of New York, NY PSC Case 00-C-0127, allowing for local jurisdictional and OSS differences.*	Verizon believes any disputed operation issue associated with loop qualification or line splitting should be dismissed from this arbitration. In the *Line Sharing Reconsideration Order*, the Commission urged ILECs and CLECs to work together to develop processes and systems to support the complex line splitting arrangements and the associated OSS work for line splitting, including loop qualification issues. Verizon has been doing just that by working with CLECs-including AT&T and WorldCom-- in the New York DSL Collaborative monitored by the New York Commission in Case 00-C-0127 ("New York Collaborative") to finalize the details associated with ordering, provisioning and billing when a CLEC wants to provide line splitting. All issues disputed between Verizon and AT&T relating to line splitting, including loop qualification, are being addressed in that collaborative, and Verizon's contract language incorporates the results of that collaborative by reference. AT&T should not be allowed to circumvent the Commission's recommended forum for

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
					addressing these issues through arbitration.
III-10-B-14	*In circumstances where the establishment of a line sharing or line splitting configuration requires physical retermination of wiring, must Verizon make such changes in a manner that assures that no less than parity is achieved for AT&T and its customers with respect to out-of-service intervals and all other operational support, as compared to line sharing or line splitting configurations that have equivalent splitter deployment options?*	*See AT&T Contract Language For III.10.A.*	***See AT&T Rationale For III.10.A***	***11.2.17.4*** *AT&T may only access the high frequency portion of a Loop in a Line Sharing arrangement through an established Collocation arrangement at the Verizon Serving Wire Center that contains the End Office Switch through which voice grade service is provided to Verizon's Customer. AT&T is responsible for providing a splitter at that Wire Center that complies with ANSI specification T1.413 which employs Direct Current ("DC") blocking capacitors or equivalent technology to assist in isolating high bandwidth trouble resolution and maintenance to the high frequency portion of the frequency spectrum, and is designed so that the analog voice "dial tone" stays active when the splitter card is removed for testing or maintenance through one of the splitter options described below. AT&T is also responsible for providing its own Digital Subscriber Line Access Multiplexer ("DSLAM") equipment in the Collocation arrangement and any necessary Customer Provided Equipment ("CPE") for the xDSL service it intends to provide (including CPE splitters, filters and/or other equipment necessary for the end user to receive separate voice and data services across the shared Loop). Two splitter configurations are available. In Configuration Options 1 and 2, the splitter must be provided by AT&T and must satisfy the same NEBS requirements that Verizon imposes on its own splitter equipment or the splitter equipment of any Verizon affiliate. AT&T must designate which splitter option it is choosing on the Collocation application or augment. Regardless of whether AT&T selects Options 1 or 2, the splitter arrangements must be installed*	Verizon believes any disputed operation issue associated with loop qualification or line splitting should be dismissed from this arbitration. In the *Line Sharing Reconsideration Order*, the Commission urged ILECs and CLECs to work together to develop processes and systems to support the complex line splitting arrangements and the associated OSS work for line splitting, including loop qualification issues. Verizon has been doing just that by working with CLECs-including AT&T and WorldCom-- in the New York DSL Collaborative monitored by the New York Commission in Case 00-C-0127 ("New York Collaborative") to finalize the details associated with ordering, provisioning and billing when a CLEC wants to provide line splitting. All issues disputed between Verizon and AT&T relating to line splitting, including loop qualification, are being addressed in that collaborative, and Verizon's contract language incorporates the results of that collaborative by reference. AT&T should not be allowed to circumvent the Commission's recommended forum for addressing these issues through arbitration.

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
				before AT&T submits an order for Line Sharing. ***Splitter Option 1: Splitter in AT&T Collocation Area*** *In this configuration, the AT&T-provided splitter (ANSI T1.413 or MVL compliant) is provided, installed and maintained by AT&T in its own Collocation space within the Customer's serving End Office. The Verizon-provided dial tone is routed through the splitter in the AT&T Collocation area. Any rearrangements will be the responsibility of AT&T.* ***Splitter Option 2: Splitter in Verizon Area*** *In this configuration, Verizon inventories and maintains an AT&T-provided splitter (ANSI T1.413 or MVL compliant) in Verizon space within the Customer's serving End Office. The splitters will be installed shelf-at-a-time.* *In those serving End Offices where Verizon has employed the use of a Point of Termination ("POT") Bay, the splitter will be installed (mounted) in a relay rack between the POT Bay and the MDF. The demarcation point is at the splitter end of the cable connecting the AT&T Collocation and the splitter. At AT&T's option, installation of the splitter shelf may be performed by Verizon or by a Verizon-approved vendor designated by AT&T.* *In those serving End Offices where Verizon does not employ the use of a POT Bay, the AT&T-provided splitter will be located via a virtual-LIKE collocation arrangement, to which AT&T does not have access. AT&T shall receive its DSL traffic via tie*	

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
				cables running from the MDF to the splitter and from the splitter to AT&T's collocation arrangement. The demarcation point is the connection to the DSLAM from the splitter. The installation of the splitter shelf will be performed by Verizon or by a Verizon – approved vendor. *In either scenario, Verizon will control the splitter and will direct any required activity. Where a POT Bay is employed, Verizon will perform all POT Bay work required in this configuration. Verizon will provide a splitter inventory to AT&T upon completion of the required augment.* *(i) Where a new splitter is to be installed as part of an initial Collocation implementation, the splitter installation may be ordered as part of the initial Collocation application. Associated Collocation charges (application and engineering fees) apply. AT&T must submit a new Collocation application, with the application fee, to Verizon detailing its request. Standard Collocation intervals will apply (unless Applicable Law requires otherwise).* *(ii) Where a new splitter is to be installed as part of an existing Collocation arrangement, or where the existing Collocation arrangement is to be augmented (e.g., with additional terminations at the POT Bay or AT&T's collocation arrangement to support Line Sharing), the splitter installation or augment may be ordered via an application for Collocation augment. Associated Collocation charges (application and engineering fees) apply. AT&T must submit the application for Collocation augment, with the application fee, to Verizon. Unless a longer interval is stated in Verizon's applicable Tariff, an interval of*	

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
				seventy-six (76) business days shall apply. ***11.2.18.1*** *CLECs may provide integrated voice and data services over the same Loop by engaging in "line splitting" as set forth in paragraph 18 of the FCC's Line Sharing Reconsideration Order (CC Docket Nos. 98-147, 96-98), released January 19, 2001. Any line splitting between two CLECs shall be accomplished by prior negotiated arrangement between those CLECs. To achieve a line splitting capability, CLECs may utilize existing supporting OSS to order and combine in a line splitting configuration an unbundled xDSL capable Loop terminated to a collocated splitter and DSLAM equipment provided by a participating CLEC, unbundled switching combined with shared transport, collocator-to-collocator connections, and available cross-connects, under the terms and conditions set forth in their Interconnection Agreement(s). The participating CLECs shall provide any splitters used in a line splitting configuration. CLECs seeking to migrate existing UNE platform configurations to a line splitting configuration using the same unbundled elements utilized in the pre-existing platform arrangement may do so consistent with such implementation schedules, terms, conditions and guidelines as are agreed upon for such migrations in the ongoing DSL Collaborative in the State of New York, NY PSC Case 00-C-0127, allowing for local jurisdictional and OSS differences.*	
III-10-B-15	*Can Verizon require any form of collocation by AT&T as a pre-requisite to gaining access to the low frequency spectrum of a loop, the high*	*See AT&T Contract Language For III.10.A.*	***See AT&T Rationale For III.10.A***	For copper loops: ***11.2.17.4*** *AT&T may only access the high frequency portion of a Loop in a Line Sharing arrangement through an established Collocation*	To the extent AT&T addresses all copper loop arrangements, Verizon believes any disputed operation issue associated with loop qualification or line splitting should be dismissed from this arbitration.

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
	frequency spectrum of the loop, or both, unless such collocation is required to place equipment employed by AT&T (or its authorized agent) to provide service?			*arrangement at the Verizon Serving Wire Center that contains the End Office Switch through which voice grade service is provided to Verizon's Customer. AT&T is responsible for providing a splitter at that Wire Center that complies with ANSI specification T1.413 which employs Direct Current ("DC") blocking capacitors or equivalent technology to assist in isolating high bandwidth trouble resolution and maintenance to the high frequency portion of the frequency spectrum, and is designed so that the analog voice "dial tone" stays active when the splitter card is removed for testing or maintenance through one of the splitter options described below. AT&T is also responsible for providing its own Digital Subscriber Line Access Multiplexer ("DSLAM") equipment in the Collocation arrangement and any necessary Customer Provided Equipment ("CPE") for the xDSL service it intends to provide (including CPE splitters, filters and/or other equipment necessary for the end user to receive separate voice and data services across the shared Loop). Two splitter configurations are available. In Configuration Options 1 and 2, the splitter must be provided by AT&T and must satisfy the same NEBS requirements that Verizon imposes on its own splitter equipment or the splitter equipment of any Verizon affiliate. AT&T must designate which splitter option it is choosing on the Collocation application or augment. Regardless of whether AT&T selects Options 1 or 2, the splitter arrangements must be installed before AT&T submits an order for Line Sharing.* ***Splitter Option 1: Splitter in AT&T Collocation Area*** *In this configuration, the AT&T-provided splitter (ANSI T1.413 or MVL compliant) is provided, installed and maintained by AT&T in its own*	In the *Line Sharing Reconsideration Order*, the Commission urged ILECs and CLECs to work together to develop processes and systems to support the complex line splitting arrangements and the associated OSS work for line splitting, including loop qualification issues. Verizon has been doing just that by working with CLECs-including AT&T and WorldCom-- in the New York DSL Collaborative monitored by the New York Commission in Case 00-C-0127 ("New York Collaborative") to finalize the details associated with ordering, provisioning and billing when a CLEC wants to provide line splitting. All issues disputed between Verizon and AT&T relating to line splitting, including loop qualification, are being addressed in that collaborative, and Verizon's contract language incorporates the results of that collaborative by reference. AT&T should not be allowed to circumvent the Commission's recommended forum for addressing these issues through arbitration. Verizon notes, however, that its proposed line sharing and line splitting language only requires collocation if needed to place equipment employed by AT&T or its authorized agent to provide service. To the extent AT&T addresses fiber-fed loops, Verizon does not dispute that the Commission's *Line Sharing Reconsideration* Order clarified that the

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
				Collocation space within the Customer's serving End Office. The Verizon-provided dial tone is routed through the splitter in the AT&T Collocation area. Any rearrangements will be the responsibility of AT&T. ***Splitter Option 2: Splitter in Verizon Area*** *In this configuration, Verizon inventories and maintains an AT&T-provided splitter (ANSI T1.413 or MVL compliant) in Verizon space within the Customer's serving End Office. The splitters will be installed shelf-at-a-time.* *In those serving End Offices where Verizon has employed the use of a Point of Termination ("POT") Bay, the splitter will be installed (mounted) in a relay rack between the POT Bay and the MDF. The demarcation point is at the splitter end of the cable connecting the AT&T Collocation and the splitter. At AT&T's option, installation of the splitter shelf may be performed by Verizon or by a Verizon-approved vendor designated by AT&T.* *In those serving End Offices where Verizon does not employ the use of a POT Bay, the AT&T-provided splitter will be located via a virtual-LIKE collocation arrangement, to which AT&T does not have access. AT&T shall receive its DSL traffic via tie cables running from the MDF to the splitter and from the splitter to AT&T's collocation arrangement. The demarcation point is the connection to the DSLAM from the splitter. The installation of the splitter shelf will be performed by Verizon or by a Verizon – approved vendor.*	obligation to provide access to the high frequency portion of the loop ("HFPL") extends to loops served by fiber-fed DLC. AT&T's contract language, however, goes beyond Commission requirements that currently govern the industry and prejudge the Commission's ongoing evaluation of many of the numerous and complex technical and operational issues resulting from the *Line Sharing Reconsideration Order*. Verizon's contract language provides access to the high frequency portion of a loop where fiber has been deployed: AT&T and WorldCom currently can access the high frequency portion of a loop served by DLC equipment by deploying a DSLAM at or near the FDI that connects Verizon's copper distribution to Verizon's DLC supported feeder, and have several options to transport their data signal back to the central office. AT&T and WorldCom may also use their own facilities or those of a third party to transport the data over a network separate from Verizon's. Thus, as the Commission has already found, Verizon's proposed language satisfies its requirements under Commission rules. Similarly, the Commission has determined that "Verizon demonstrates that it makes it possible for competing carriers to provide voice and data service over a single loop, *i.e.*, to engage in line splitting." While the Commission has recognized that

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
				In either scenario, Verizon will control the splitter and will direct any required activity. Where a POT Bay is employed, Verizon will perform all POT Bay work required in this configuration. Verizon will provide a splitter inventory to AT&T upon completion of the required augment. *(i) Where a new splitter is to be installed as part of an initial Collocation implementation, the splitter installation may be ordered as part of the initial Collocation application. Associated Collocation charges (application and engineering fees) apply. AT&T must submit a new Collocation application, with the application fee, to Verizon detailing its request. Standard Collocation intervals will apply (unless Applicable Law requires otherwise).* *(ii) Where a new splitter is to be installed as part of an existing Collocation arrangement, or where the existing Collocation arrangement is to be augmented (e.g., with additional terminations at the POT Bay or AT&T's collocation arrangement to support Line Sharing), the splitter installation or augment may be ordered via an application for Collocation augment. Associated Collocation charges (application and engineering fees) apply. AT&T must submit the application for Collocation augment, with the application fee, to Verizon. Unless a longer interval is stated in Verizon's applicable Tariff, an interval of seventy-six (76) business days shall apply.* For Copper/Fiber mix: ***11.2.18.6.3*** *AT&T may obtain access to a Sub-Loop Distribution facility only at an FDI and*	there are other ways in which line sharing and line splitting may be implemented, it has not mandated any particular means. Instead, the Commission has initiated further proceedings to address the difficult technical, operational, and legal issues raised by the various potential methods by which CLECs have proposed to gain access to the unbundled high frequency portion of a loop using fiber-fed DLCs and to engage in line splitting. AT&T and WorldCom should not be permitted to short-circuit that rulemaking by litigating these complex issues here. Because their proposals would have an industry-wide impact, principles of administrative law and judicial economy dictate that these issues be decided instead in the pending rulemaking proceedings. Finally, Verizon notes that AT&T fails to restate its Issue V-6, relating to access to loops where NGDLC has been deployed. for the reasons outlined in its Motion to Dismiss and above, Verizon reiterates that this issue should not be arbitrated.

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
				only from a Telecommunications Carrier outside plant interconnection cabinet (a "TOPIC") or, if AT&T is collocated at a remote terminal equipment enclosure and the FDI for such Sub-Loop Distribution facility is located in such terminal, from the collocation arrangement of AT&T at such terminal. To obtain access to a Sub-Loop Distribution facility, AT&T shall install a TOPIC on an easement or Right of Way obtained by AT&T within 100 feet of the Verizon FDI to which such Sub-Loop Distribution facility is connected. A TOPIC must comply with applicable industry standards. Subject to the terms of applicable Verizon easements, Verizon shall furnish and place an interconnecting cable between a Verizon FDI and an AT&T TOPIC and Verizon shall install a termination block within such TOPIC. Verizon shall retain title to and maintain the interconnecting cable. Verizon shall not be responsible for building, maintaining or servicing the TOPIC and shall not provide any power that might be required by AT&T for any electronics in the TOPIC. AT&T shall provide any easement, Right of Way or trenching or other supporting structure required for any portion of an interconnecting cable that runs beyond a Verizon easement. ***11.2.18.6.4*** *AT&T may request from Verizon by submitting a loop make-up engineering query to Verizon, and Verizon shall provide to AT&T, the following information regarding a Sub-Loop Distribution facility that serves an identified Customer: the Sub-Loop Distribution's length and gauge, whether the Sub-Loop Distribution has loading and bridged tap, the amount of bridged tap (if any) on the Sub-Loop Distribution facility and the location of the FDI to which the Sub-Loop Distribution facility is connected.*	

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
				11.2.18.6.5 To order access to a Sub-Loop Distribution facility, AT&T must first request that Verizon connect the Verizon FDI to which the Sub-Loop Distribution facility is connected to an AT&T TOPIC. To make such a request, AT&T must submit to Verizon an application (a "Sub-Loop Distribution Facility Interconnection Application") that identifies the FDI at which AT&T wishes to access the Sub-Loop Distribution facility. A Sub-Loop Distribution Facility Interconnection Application shall state the location of the TOPIC, the size of the interconnecting cable and a description of the cable's supporting structure. A Sub-Loop Distribution Facility Interconnection Application shall also include a five-year forecast of AT&T's demand for access to Sub-Loop Distribution facilities at the requested FDI. AT&T must submit the application fee as determined by Verizon (a "Sub-Loop Distribution Application Fee") with a Sub-Loop Distribution Facility Interconnection Application. AT&T must submit Sub-Loop Distribution Facility Interconnection Applications to: *USLA Project Manager* *Verizon* *Room 509* *125 High Street* *Boston, MA 02110* *E-Mail:* *Collocation.applications@BellAtlantic.com* ***11.2.18.6.6*** *Within sixty (60) days after it receives a complete Sub-Loop Distribution Facility Interconnection Application for access to a Sub-Loop Distribution Facility and the Sub-Loop Distribution*	

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
				Application Fee for such application, Verizon shall provide to AT&T a work order that describes the work that Verizon must perform to provide such access (a "Sub-Loop Distribution Work Order") and a statement of the cost of such work (a "Sub-Loop Distribution Interconnection Cost Statement"). ***11.2.18.6.7*** *AT&T shall pay to Verizon fifty percent (50%) of the cost set forth in a Sub-Loop Distribution Interconnection Cost Statement within sixty (60) days of AT&T's receipt of such statement and the associated Sub-Loop Distribution Work Order, and Verizon shall not be obligated to perform any of the work set forth in such order until Verizon has received such payment. A Sub-Loop Distribution Interconnection Application shall be deemed to have been withdrawn if AT&T breaches its payment obligation under this Section 11.2.18.6.7. Upon Verizon's completion of the work that Verizon must perform to provide AT&T with access to a Sub-Loop Distribution facility, Verizon shall bill AT&T, and AT&T shall pay to Verizon, the balance of the cost set forth in the Sub-Loop Distribution Interconnection Cost Statement for such access.* ***11.2.18.6.8*** *After Verizon has completed the installation of the interconnecting cable to an AT&T TOPIC and AT&T has paid the full cost of such installation, AT&T can request the cross connection of a Verizon Sub-Loop Distribution facility to the AT&T TOPIC. At the same time, AT&T shall advise Verizon of the services that AT&T plans to provide over the Sub-Loop Distribution facility, request any conditioning of the Sub-Loop Distribution facility and assign the pairs in the interconnecting cable. AT&T*	

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
				shall run any crosswires within the TOPIC. ***11.2.18.6.9*** *If AT&T requests that Verizon reactivate an unused drop and NID, then AT&T shall provide dial tone (or its DSL equivalent) on the AT&T side of the applicable Verizon FDI at least twenty four (24) hours before the due date. On the due date, a Verizon technician will run the appropriate cross connection to connect the Verizon Sub-Loop Distribution facility to the AT&T dial tone or equivalent from the TOPIC. If AT&T requests that Verizon install a new drop and NID, then AT&T shall provide dial tone (or its DSL equivalent) on the AT&T side of the applicable Verizon FDI at least twenty four (24) hours before the due date. On the due date, a Verizon technician shall run the appropriate cross connection of the facilities being reused at the Verizon FDI and shall install a new drop and NID. If AT&T requests that Verizon provide AT&T with access to a Sub-Loop Distribution facility that, at the time of AT&T's request, Verizon is using to provide service to a Customer, then, after AT&T has looped two interconnecting pairs through the TOPIC and at least twenty four (24) hours before the due date, a Verizon technician shall crosswire the dial tone from the Verizon central office through the Verizon side of the TOPIC and back out again to the Verizon FDI and Verizon Sub-Loop Distribution facility using the "loop through" approach. On the due date, AT&T shall disconnect Verizon's dial tone, crosswire its dial tone to the Sub-Loop Distribution facility and submit AT&T's long-term number portability request.* ***11.2.18.6.10*** *Verizon shall not provide access to a Sub-Loop Distribution facility if Verizon is using the loop of which the Sub-Loop Distribution facility is a*	

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
				part to provide line sharing service to another CLEC or a service that uses derived channel technology to a Customer unless such other CLEC first terminates the Verizon-provided line sharing or such Customer first disconnects the service that utilizes derived channel technology. ***11.2.18.6.11*** *Verizon shall provide AT&T with access to a Sub-Loop Distribution facility in accordance with negotiated intervals.* ***11.2.18.6.12*** *Verizon shall repair and maintain a Sub-Loop Distribution facility at the request of AT&T and subject to the time and material rates set forth in Exhibit A. AT&T accepts responsibility for initial trouble isolation for Sub-Loop Distribution facilities and providing Verizon with appropriate dispatch information based on its test results. If (a) AT&T reports to Verizon a Customer trouble, (b) AT&T requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Verizon Sub-Loop Distribution facilities or equipment in whole or in part, then AT&T shall pay Verizon the charge set forth in Exhibit A for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by AT&T is not available at the appointed time. If as the result of AT&T instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in Exhibit A will be assessed per occurrence to AT&T by Verizon. If as the result of AT&T instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in Exhibit A will be assessed per occurrence to AT&T*	

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
				by Verizon. ***11.2.18.6.13*** *Rates for Sub-Loop Distribution facilities shall be established in accordance with Section 11.11.1 of this Agreement.* ***11.2.18.6.14*** *To the extent required by Applicable Law, Verizon shall allow AT&T to collocate equipment in a Verizon remote terminal equipment enclosure in accordance, with, and subject to, the rates, terms and conditions set forth in Section 13 of this Agreement.* ***11.2.18.7*** *Feeder Sub-Loop* ***11.2.18.7.1*** *Subject to the conditions set forth in Section 11.7 and upon request, Verizon shall provide AT&T with access to a Feeder Sub-Loop (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 11.2.18. A Feeder Sub-Loop means a DS1- or DS3-transmission path over a feeder facility in Verizon's network between a Verizon end office and either a Verizon remote terminal equipment enclosure (an "RTEE") that subtends such end office or a TOPIC (as such term is hereinafter defined) located within 100 feet of a Verizon feeder distribution interface (such an interface, an "FDI") that subtends the end office and that AT&T has established in accordance with, and subject to the terms and provisions of, an agreement between Verizon and AT&T that governs the establishment of such TOPIC.* ***11.2.18.7.2*** *AT&T may obtain access to a Feeder Sub-Loop only from an AT&T collocation arrangement in the Verizon end office where such*	

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
				Feeder Sub-Loop originates and Verizon shall terminate a Feeder Sub-Loop in an RTEE that subtends such end office only if AT&T has a collocation arrangement in such RTEE. Upon AT&T's request, Verizon will connect a Feeder Sub-Loop to an AT&T collocation arrangement in the Verizon end office where the Feeder Sub-Loop originates and to either an AT&T collocation arrangement in the Verizon RTEE that subtends such end office or an AT&T Telecommunications Carrier outside plant interconnection cabinet (such a cabinet, a "TOPIC") located within 100 feet of the FDI that subtends the end office and that AT&T has established in accordance with, and subject to the terms and provisions of, an agreement between Verizon and AT&T that governs the establishment of such TOPIC. Verizon shall connect a Feeder Sub-Loop to the point of termination bay of an AT&T collocation arrangement and to an AT&T TOPIC by installing appropriate cross connections and Verizon shall be solely responsible for installing such cross connections. AT&T may obtain access to a Feeder Sub-Loop between an end office and an RTEE or a TOPIC only if DS1- or DS3-capable transmission facilities are available and not in use between such office and RTEE or TOPIC. If a DS1- or DS3-capable transmission facility is not available between an end office and an RTEE or TOPIC or if such a facility is available but is in use between such office and RTEE or TOPIC, then Verizon shall construct such a facility upon request by AT&T and subject to Verizon's special construction terms, conditions and rates. A location must be fed by fiber to be eligible for a DS3 Unbundled Feeder Sub-loop Element (UFSE) services. Fiber Optic facilities will not be constructed to deliver a	

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
				UFSE service. ***11.2.18.7.3*** *AT&T shall run any crosswires within an AT&T physical collocation arrangement and an AT&T TOPIC and AT&T will have sole responsibility for identifying to Verizon where a Feeder Sub-Loop should be connected to an AT&T collocation arrangement. AT&T shall be solely responsible for providing power and space for any cross connects and other equipment that Verizon installs in a TOPIC, and AT&T shall not bill Verizon, and Verizon shall not pay AT&T, for providing such power and space.* ***11.2.18.7.4*** *Verizon shall not be obligated to provide to AT&T any multiplexing at an RTEE or at a TOPIC or to combine a Feeder Sub-Loop with a Distribution Sub-Loop. If AT&T requests access to a Feeder Sub-Loop and a Distribution Sub-Loop that are already combined, such combination shall be deemed to be a loop and Verizon shall provide such loop to AT&T in accordance with, but only to the extent required by, the terms, provisions and rates in the Interconnection Agreement that govern loops, if any.* ***11.2.18.7.5*** *Verizon shall provide AT&T with access to a Feeder Sub-Loop in accordance with negotiated intervals.* ***11.2.18.7.6*** *Verizon shall repair and maintain a Feeder Sub-Loop at the request of AT&T and subject to the time and material rates set forth in Exhibit A. AT&T may not rearrange, disconnect, remove or attempt to repair or maintain any Verizon equipment or facilities without the prior written consent of*	

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
				Verizon. AT&T accepts responsibility for initial trouble isolation for Feeder Sub-Loops and providing Verizon with appropriate dispatch information based on its test results. If (a) AT&T reports to Verizon a trouble, (b) AT&T requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Feeder Sub-Loop facilities or equipment in whole or in part, then AT&T shall pay Verizon the charge set forth in Exhibit A for time associated with said dispatch. In addition, this charge also applies when an AT&T contact as designated by AT&T is not available at the appointed time. If as the result of AT&T instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in Exhibit A will be assessed per occurrence to AT&T by Verizon. If as the result of AT&T instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in Exhibit A will be assessed per occurrence to AT&T by Verizon. ***11.2.18.7.7*** *Rates for Feeder Sub-Loop shall be established in accordance with Section 11.11.1 of this Agreement.* ***13.6*** *Verizon shall allow AT&T to collocate equipment in a Verizon remote terminal equipment enclosure in accordance with, and subject to, the rates, terms and conditions set forth in applicable Verizon tariffs, as amended from time to time, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective. Notwithstanding anything else set forth in this Agreement, Verizon shall allow AT&T to collocate equipment in a Verizon remote*	

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
				terminal equipment enclosure in accordance with, but only to the extent required by, Applicable Law.	
III-10-1	**The parties disagree about the degree of specificity appropriate to this contract language, especially language concerning loop qualification and line splitting migrations. Verizon believes such operational language is not needed in or appropriate for the interconnection agreement.**	**See WCOM's Contract Language at III-10.**	**See WCOM's Rationale at III-10.**	**Line Splitting Addendum** **2.xx "Line Splitting" is an arrangement by which WorldCom, at its Collocation arrangement or the Collocation arrangement provided by Verizon to another CLEC, facilitates that CLEC's provision of ADSL (in accordance with T1.413) or any other xDSL technology that is presumed to be aceptable for shared line deployment in accordance with FCC rules, to a particular WorldCom customer over the high frequency range portion of an existing copper xDSL compatible Loop (i.e. compatible with an xDSL service that is presumed to be acceptable for shared line deployment in accordance with FCC rules)("data channer") provided by Verizon that is used simultaneously by WorldCom to provide analog circuit-switched voice grade service to that Customer through the provision of unbundled Local Switching.** **UNE Attachment** **4.x. Line Splitting** **4.x.x. CLECs may provide integrated voice and data services over the same Loop by engaging in "line splitting" as set forth in paragraph 18 of the FCC' s Line Sharing Reconsideration Order (CC Docket Nos. 98-147, 96-98), released January 19, 2001. Any line splitting between two CLECs shall be accomplished by prior negotiated arrangement between those CLECs. To achieve a lien splitting capability, CLECs may utilize existing supporting OSS to order and combine in a line splitting configuration an unbundled xDSL capable Loop**	Just as with its original statement of Issue III-10, WorldCom's restatement of this issue remains very broad. However, Verizon believes any disputed operation issue associated with loop qualification or line splitting should be dismissed from this arbitration. In the *Line Sharing Reconsideration Order*, the Commission urged ILECs and CLECs to work together to develop processes and systems to support the complex line splitting arrangements and the associated OSS work for line splitting, including loop qualification issues. Verizon has been doing just that by working with CLECs-including AT&T and WorldCom-- in the New York DSL Collaborative monitored by the New York Commission in Case 00-C-0127 ("New York Collaborative") to finalize the details associated with ordering, provisioning and billing when a CLEC wants to provide line splitting. All issues disputed between Verizon and WorldCom relating to line splitting, including loop qualification, are being addressed in that collaborative, and Verizon's contract language incorporates the results of that collaborative by reference. WorldCom should not be allowed to circumvent the Commission's recommended forum for addressing these issues through arbitration.

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
				terminated to a collocated splitter and DSLAM equipment provided by a participating CLEC, unbundled switching combined with shared transport, collocator-tocollocator connections, and available cross-connects, under the terms and conditions set forth in their Interconnection Agreement(s). The participating CLECs shall provide any splitters used ina line splitting configuration. CLECs seeking to migrate existing UNE platform configurations to a line splitting configuration using the same unbundled elements utilized in the pre-existing platform arrangement may do so consistent with such implementation schedules, terms, conditions and guidelines as are agreed upon for such migrations in the ongoing DSL Collaborative in the State of New York, NY PSC Case 00-C-0127, allowing for local jurisdictional and OSS differences. **3.14 The following ordering procedures shall apply to the xDSL and Digital Designed Loops:** **3.14.1 **CLEC shall place orders for Digital Designed Loops by delivering to Verizon a valid electronic transmittal service order or other mutually agreed upon type of service order. Such service order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties.** **3.14.2 Verizon is conducting a mechanized survey of existing Loop facilities, on a Central Office by Central Office basis, to identify those Loops that meet the applicable technical characteristics**	

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
				established by Verizon for compatibility with ADSL, HDSL, IDSL and SDSL signals. The results of this survey will be stored in a mechanized database and made available to **CLEC as the process is completed in each Central Office. **CLEC must utilize this mechanized loop qualification database, where available, in advance of submitting a valid electronic transmittal service order for an ADSL, HDSL, IDSL or SDSL Loop. Charges for mechanized loop qualification information are set forth in the Pricing Attachment. **3.14.3 If the Loop is not listed in the mechanized database described in Section 3.14.3, **CLEC must request a manual loop qualification prior to submitting a valid electronic service order for an ADSL, HDSL, SDSL, IDSL, or BRI ISDN Loop. The rates for manual loop qualification are set forth in the Pricing Attachment. In general, Verizon will complete a manual loop qualification request within three business days, although Verizon may require additional time due to poor record conditions, spikes in demand, or other unforeseen events.** **3.14.4 If a query to the mechanized loop qualification database or manual loop qualification indicates that a Loop does not qualify (e.g., because it does not meet the applicable technical parameters set forth in the Loop descriptions above), **CLEC may request an Engineering Query, as described in Section 3.14.6, to determine whether the result is due to characteristics of the loop itself.** **3.14.5 If **CLEC submits a service order for an ADSL, HDSL, SDSL, IDSL, or BRI ISDN Loop that has not been prequalified, Verizon will query the**	

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
				service order back to the CLEC for qualification and will not accept such service order until the Loop has been prequalified on a mechanized or manual basis. If **CLEC submits a service order for an ADSL, HDSL, SDSL, IDSL, or BRI ISDN Loop that is, in fact, not compatible with such services in its existing condition, Verizon will respond back to **CLEC with a "Nonqualified" indicator and the with information showing whether the non-qualified result is due to the presence of load coils, presence of digital loop carrier, or loop length (including bridged tap). **3.14.6 Where **CLEC has followed the prequalification procedure described above and has determined that a Loop is not compatible with ADSL, HDSL, SDSL, IDSL, or BRI ISDN service in its existing condition, it may either request an Engineering Query to determine whether conditioning may make the Loop compatible with the applicable service; or if **CLEC is already aware of the conditioning required (e.g., where **CLEC has previously requested a qualification and has obtained loop characteristics), **CLEC may submit a service order for a Digital Designed Loop. Verizon will undertake to condition or extend the Loop in accordance with this Section 3.14 upon receipt of **CLEC's valid, accurate and pre-qualified service order for a Digital Designed Loop.** **4.4 The following ordering procedures shall apply to Line Sharing:**	

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
				4.4.1 To determine whether a Loop qualifies for Line Sharing, the Loop must first be prequalified to determine if it is xDSL compatible. **CLEC must utilize the mechanized and manual Loop qualification processes described in the terms applicable to xDSL and Digital Designed Loops, as referenced in Section 4.4.5, below, to make this determination. **4.4.2 **CLEC shall place orders for Line Sharing by delivering to Verizon a valid electronic transmittal service order or other mutually agreed upon type of service order. Such service order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties.** **4.4.3 If the Loop is prequalified by **CLEC through the Loop prequalification database, and if a positive response is received and followed by receipt of **CLEC's valid, accurate and pre-qualified service order for Line Sharing, Verizon will return an LSR confirmation within twenty-four (24) hours (weekends and holidays excluded) for LSRs with less than six (6) loops and within 72 hours (weekends and holidays excluded) for LSRs with six (6) or more loops.** **4.4.4 If the Loop requires qualification manually or through an Engineering Query, three (3) additional Business Days will be generally be required to obtain Loop qualification results before an order confirmation can be returned following receipt of **CLEC's valid, accurate request. Verizon may require additional time to complete the Engineering Query where there are poor record**	

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
				conditions, spikes in demand, or other unforeseen events. **4.4.5 If conditioning is required to make a Loop capable of supporting Line Sharing and **CLEC orders such conditioning, then Verizon shall provide such conditioning in accordance with the terms of this Agreement pertaining to Digital Designed Loops; provided, however, that Verizon shall not be obligated to provide Loop conditioning if Verizon establishes that such conditioning is likely to degrade significantly the voice-grade service being provided to Verizon's Customers over such Loops.** **4.4.6 The standard Loop provisioning and installation process will be initiated for the Line Sharing arrangement only once the requested engineering and conditioning tasks have been completed on the Loop. Scheduling changes and charges associated with order cancellations after conditioning work has been initiated are addressed in the terms pertaining to Digital Designed Loops, as referenced in Section 4.4.5, above. The standard provisioning interval for the Line Sharing arrangement shall be three (3) business days for Line Sharing requests of 5 or fewer arrangements. In no event shall the Line Sharing interval applied to **CLEC be longer than the interval applied to any Affiliate of Verizon. Line Sharing arrangements that require pair swaps or line and station transfers in order to free up facilities will have a provisioning interval of no less than six (6) business days.** **4.4.7 **CLEC must provide all required**	

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
				Collocation, CFA, SBN and NC/NCI information when a Line Sharing Arrangement is ordered. Collocation augments required, either at the POT Bay, Collocation node, or for splitter placement must be ordered using standard collocation applications and procedures, unless otherwise agreed to by the Parties or specified in this Agreement. **4.4.8 The Parties recognize that Line Sharing is a new offering by Verizon. The Parties will make reasonable efforts to coordinate their respective roles in the early phases of the roll out of Line Sharing in order to minimize provisioning problems and facility issues. **CLEC will provide reasonable, timely, and accurate forecasts of its Line Sharing requirements, including splitter placement elections and ordering preferences. These forecasts are in addition to projections provided for other stand-alone unbundled Loop types.**	
III-10-2	**MCIm proposes a three business day interval for Line Sharing, while Verizon proposes a six business day interval.**	**See WCOM's Contract Language at III-10.**	**See WCOM's Rationale at III-10.**	**4.4.6 The standard Loop provisioning and installation process will be initiated for the Line Sharing arrangement only once the requested engineering and conditioning tasks have been completed on the Loop. Scheduling changes and charges associated with order cancellations after conditioning work has been initiated are addressed in the terms pertaining to Digital Designed Loops, as referenced in Section 4.4.5, above. The standard provisioning interval for the Line Sharing arrangement shall be three (3) business days for Line Sharing requests of 5 or fewer arrangements. In no event shall the Line Sharing interval applied to **CLEC be longer than the interval applied to any Affiliate of Verizon. Line Sharing**	Verizon believes the parties do not have a dispute on this issue. On March 29, 2001, Verizon notified all CLECs that effective May 1st, Verizon will lowers its standard interval for provisioning line sharing orders on 5 or fewer arrangements to 3 business days in all Verizon-East jurisdictions, which includes Virginia.

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
				arrangements that require pair swaps or line and station transfers in order to free up facilities will have a provisioning interval of no less than six (6) business days.	
III-10-3	**MCIm proposes that Verizon's Line Sharing and line splitting obligation apply to fiber fed Loops as well as copper Loops. Verizon proposes that these obligations be limited to copper loops.**	**See WCOM's Contract Language at III-10.**	**See WCOM's Rationale at III-10.**	**Copper Loops:** **4. Line Sharing** **4.1 "Line Sharing" is an arrangement by which Verizon facilitates **CLEC's provision of ADSL (in accordance with T1.413), Splitterless ADSL (in accordance with T1.419), RADSL (in accordance with TR # 59), MVL (a proprietary technology), or any other xDSL technology that is presumed to be acceptable for shared line deployment in accordance with FCC rules, to a particular Customer location over an existing copper Loop that is being used simultaneously by Verizon to provide analog circuit-switched voice grade service to that Customer by making available to **CLEC, solely for **CLEC's own use, the frequency range above the voice band on the same copper Loop required by **CLEC to provide such services. This Section 4 addresses line sharing over loops that are entirely copper loops.** **4.2 In accordance with, but only to the extent required by, Applicable Law, Verizon shall provide Line Sharing to **CLEC for **CLEC's provision of ADSL (in accordance with T1.413), Splitterless ADSL (in accordance with T1.419), RADSL (in accordance with TR # 59), MVL (a proprietary technology), or any other xDSL technology that is presumed to be acceptable for shared line**	Verizon does not dispute that the Commission's *Line Sharing Reconsideration* Order clarified that the obligation to provide access to the high frequency portion of the loop ("HFPL") extends to loops served by fiber-fed DLC. WorldCom's contract language, however, goes beyond Commission requirements that currently govern the industry and prejudge the Commission's ongoing evaluation of many of the numerous and complex technical and operational issues resulting from the *Line Sharing Reconsideration Order*. Verizon's contract language provides access to the high frequency portion of a loop where fiber has been deployed: AT&T and WorldCom currently can access the high frequency portion of a loop served by DLC equipment by deploying a DSLAM at or near the FDI that connects Verizon's copper distribution to Verizon's DLC supported feeder, and have several options to transport their data signal back to the central office. AT&T and WorldCom may also use their own facilities or those of a third party to transport the data over a network separate from Verizon's. Thus, as the Commission has already found,

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).